Medical Cr of LA at NO-Charity

VENDOR NO.

SOLICITATION : 009463 OPENING DATE : 06/14/2010 Sciences Center

BIDS WILL BE PUBLICLY OPENED:

June 14,2010

02:00 PM

Return Bid in Envelope/Labels Provided to:

Purchasing Department Purchasing Department

PO BOX 53455

New Orleans LA 70153-3455

BUYER

: Hicks, Sharleen L

DATE ISSUED : 05/12/2010

BUYER PHONE : 504/903-5131

REQ. NO

: 0064673

FISCAL YEAR : 2011

MONTHLY PEST CONTROL 6-15953

INSTRUCTIONS TO BIDDERS

- 1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
- 2. FILL IN ALL BLANK SPACES.
- 3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.
- 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS
- . CASH DISCOUNTS FOR LESS THAN 30 DAYS 5. SPECIFY YOUR PAYMENT TERMS: OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS

BY SIGNING THIS BID, THE BIDDER CERTIFIES:

- * THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).
- * THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.
- * THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.

THE BIDDER FURTHER CERTIFIES:

- * COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.
- * THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.
- * THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.
- * THAT IF MY BID IS ACCEPTED WITHIN DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).
- * DELIVERY WILL BE MADE WITHIN DAYS AFTER RECEIPT OF ORDER.

VENDOR PHONE NUMBER:	TITLE		DATE
FAX NUMBER:			
SIGNATURE OF AUTHORIZED BIDDER		NAME OF BIDDER	
(MUST BE SIGNED)		(TYPED OR PRINTED)	

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- 6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE
- 7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.
- 8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
- 9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).
- 10.INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.
- 11.BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
- 12.STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.
- 13.DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFU BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.
- 14.BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.
- 15.AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.
- 16.PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,

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BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

- 17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.
- 18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.
- 19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.
- 20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.
- 21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.
- 22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.
- 23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.
- 24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.
- 25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED

 A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF

 THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID

 OPENING.
- 26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,

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EXTENT OF THE FAULT OF THE CONTRACTOR THE CONTRACTOR SHALL HAVE NO OBLIGATE ACTION FROM BODILY INJURY, DEATH OR UNIVERSITY, ITS OFFICERS, ITS AGENTS 27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF DOCUMENTS. BE MAILED OR DELIVERED TO EACH PERSON QUOTATION DOCUMENTS. LSUHSC WILL NO INTERPRETATION OF THE DOCUMENTS. 28. ACCEPTANCE OF BID: ONLY THE ISSUANCE ACCEPTANCE ON THE PART OF LSUHSC. 29. ADHERENCE TO JCAHO STANDARDS: WHERE COMMISSION ON ACCREDITATION OF HEALT	PLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, FION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE GOVERNMENT OF THE BID OR QUOTATION DOCUMENT WILL ONLY STING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL ON RECEIVING A SET OF THE ORIGINAL BID OR OT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR THE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES THE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT OF THE ORIGINAL BID OR T
30.PREFERENCE: IN ACCORDANCE WITH LOUI ALLOWED FOR PRODUCTS MANUFACTURED, FOR ALLOWED FOR ALL	ERE THIS PRODUCT IS MANUFACTURED, PRODUCED, NCLUDE ON SEPARATE SHEET.) EK FORCE? YES NO FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS TES NO MAY CAUSE ELIMINATION FROM PREFERENCES. CE CONTRACTS. WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE ERTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY
SECRETARY OF STATE; OR 31.2.AN INDIVIDUAL AUTHORIZED TO BIN RESOLUTION, CERTIFICATE OR AFFI 31.3.AN INDIVIDUAL LISTED ON THE STA EXECUTE BIDS. BY SIGNING THE B 32. CODE OF CONDUCT 32.1.THE CODE OF CONDUCT OF THE LSU (HCSD) PROVIDES THE GUIDING STANDARDS HCSD. ALTHOUGH THE CODE CAN NEITHER VARIED ACTIVITIES, NOR SUBSTITUTE FOR INTEGRITY; IT IS THE DUTY OF EACH OFFI	THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE DAVIT; OR THE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO DID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE. HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL CER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET

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FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.

- 32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.
- 32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.
- 32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.
- 32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.
- 32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.
- 32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.
- 32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.
- 32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.
 - 32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.
- 32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.
- 32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE, THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.

HCSD COMPLIANCE OFFICE 225-922-0572

COMPLIANCE ACCESS LINE AT 1- 800-735-1185.

- 32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.
- 32.14. VIEW THE ENTIRE HCSD CODE OF CONDUCT AT

HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.

- 33. CORPORATE BUSINESS INTEREST
- 33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD.

 ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION

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SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.

- 33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCSD PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCSD PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.
- 33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCSD.

WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED. A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE HCSD WEB SITE AT: HTTP://WEBDEV.LSUHSC.EDU/HCSD/HIPAA/.

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AGENCY FILE # 6-15953-11

AWARD TO BE MADE ON AN ALL-OR-NONE BASIS.

WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED. A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE HCSD WEB SITE AT: http://webdev.lsuhsc.edu/hcsd/hipaa/.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

All coverage for subcontractors shall be subject to all of the requirements stated herein. It is the responsibility of the Contractor to make sure that all subcontractors have adequate insurance coverage.

POLLUTION LIABILITY INSURANCE (GRADUAL RELEASE AS WELL AS SUDDEN AND ACCIDENTAL): COVERAGE LIMITS OF NOT LESS THAN \$5,000,000. A POLICY PERIOD INCEPTION DATE OF NO LESS THAN THE FIRST DAY OF THE ANTICIPATED WORK UNDER THE SUBJECT CONTRACT AND AN EXPIRATION DATE OF NO EARLIER THAN 30 DAYS AFTER THE ANTICIPATED COMPLETION OF ALL WORK UNDER THE CONTRACT SHALL BE PROVIDED BY THE POLICY. THE POLICY SHALL PROVIDE FOR AN "EXTENDED REPORTING PERIOD" OF NOT LESS THAN 24 MONTHS, WITH FULL REINSTATEMENT OF LIMITS, FROM THE EXPIRATION DATE OF THE POLICY AND SHALL NOT BE CANCELLED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM.

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- 1. Insurance Service Office Commercial General Liability coverage ("occurrence" form CG 0001) or equivalent. "Claims Made" form is unacceptable.
- 2. Insurance Services Office Automobile Liability form number CA 0001 or equivalent. The policy shall provide coverage for owned, hired, and non-owned. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient. If no automobiles will be used, then this requirement can be waived.
- 3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana,

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including Employers Liability insurance.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- 1. General Liability
- a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, and premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- 2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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G. SUBCONTRACTORS	
the responsibility of the Contractor to coverage. AT THE OPTION OF LSUHSC AND ACCEPTANCE BY THE ADDITIONAL PERIODS AT THE SAME PRICE, TERMS (36) MONTHS. SERVICE MUST BE SATISFACTORY; OTHERWISE, CONTINUANCE TERMS AND CONDITIONS: THIS SOLICITATION CONTRACTS, FOR COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FOR CAUSE BID TO BE REJECTED. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR THE DELIVERY TICKET NUMBER, DELIVERY DATE, FOR AND DELIVERY POINT. A SEPARATE INVOICE FOR BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE INVOICES SHALL SHOW THE AMOUNT OF ANY CASH INVOICE FORM. THE STATE OF LOUISIANA RESERVES THE RIGHT TO NOTICE.	ONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE ORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY R TO THE USING AGENCY AND THE INVOICE SHALL REFER TO PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN O CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN PERENCE ON JUNE 1, 2010 AT 9:00 AM AT 1541 TULANE AVE,
	NDOR NAMED BELOW HAS ATTENDED THE MANDATORY PRE-BID
CONFERENCE AND IS FAMILIAR WITH ALL CONDITION	NS SURROUNDING FULFILLMENT OF THE SPECIFICATIONS.
	HOSPITAL'S NAME
VENDOR'S COMPANY NAME	ROSFITAL'S NAME

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2026 Gravier Street New Orleans LA 70112

UNLESS SPECIFIED ELSEWHERE SHIP TO:

Line	Description			Unit Price	Extended Amount
No. 1	MONTHLY PEST CONTROL FOR INTERIM LSU PUBLIC HOSPITAL COMPLETE SPECIFICATIONS ATTACHED	12.00	JOB		
	Specify brand, model bid(if applicable)				
	THE VALID MONTHLY PRICE IS ALL COST INCLUDING LABOR, MATERIALS, SUPPLIES AND SUPERVISION NECESSARY TO PROVIDE THE SERVICE ON THE ATTACHED SPECIFICATION.				
	a.) Vendor must provide documentation of 3 to 5 years of experience in Healthcare				
	Industry. b.) Vendor must provide Three (3) or				
	more references and documentation of providing				
	service for Healthcare Institutions of 200 or more beds.				
	c.) Vendor must provide emergency service within (4) Four hours of				
	notification, including Weekends, Nights, and				
	Holidays d.) Vendor must provide service to				
	control the source of Ants, Roaches, Rodents, Termites flies etc. within the				
	Interior/Exterior of all listed facilities.				
	e.) Vendor must provide service every Monday				
	Wednesday and Friday mornings to 2021 Perdido Street and once a week				
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UNLESS SPECIFIED ELSEWHERE SHIP TO:	

2026 Gravier Street New Orleans LA 70112

Line No.	Description		Unit Price	Extended Amoun
мо.	to the			
	Clinics unless there is an			
	emergency			
	Notification.			
	f.) All Chemicals and/or equipment			
	used			
	for pest control services shall			
	be approved			
	for use in Hospital and clinical			
	Settings.			
	COMPLETE SPECIFICATIONS ATTACHED			
	SERVICE LOCATIONS:			
	1. Interim LSU Public Hospital (
	Including MHERE)			
	2021 Perdido Street			
	2. University Medical Office Building			
	(UMOB)			
	2025 Gravier Street			
	3. OB/GYN Building			
	2100 Perdido Street			
	4 Publicania the Park I de au			
	4. Butterworth Building 1541 Tulane Avenue			
	1341 Ittlatie Avenue			
	5. Hutchinson/Delgado Building			
	1545 Tulane Avenue			
	6. Charity Hospital Warehouse			
	1501 Perdido Street			
	7. Laundry Building			
	405 LaSalle Street		THE PARTY OF THE P	
	403 Labatte Street			
	8. General Services		70070000	
	Building/Transportation Office	990	A) (
	1508 Gravier Street			
			0.000	
	9. Maintenance Shop (CH)	177		
	339 LaSalle Street			
	10. Hop Clinic/Beasley Building			
	20. hop crime/beastey building	***************************************		
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PRICE SHEET		Page 12 of 12
NUMBER : 009463		BIDDER:
OPEN DATE : 06/14/2010 T	IME: 02:00 PM	
UNLESS SPECIFIED ELSEWH	IERE SHIP TO:	

2026 Gravier Street New Orleans LA 70112

ine o.	Description		Unit Price	Extended Amoun
- · · · · · · · · · · · · · · · · · · ·	136 South Roman Street			
	11. UH Power Plant	1		
	2021 Gravier Street			
	COMMUNITY CLINICS/SERVICE LOCATIONS			
	1. Murray Henderson Clinic			
	1911 Hendee Street			
	2. Martin Behrman Clinic			
	725 Vallette Street			
	3. Medicine Clinic			
	1400 Poydras Street			
	HOSPITAL CONTACT PERSON THEODORE HARKNESS			
	504-655-8962			
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SPECIFICATIONS FOR PEST CONTROL SERVICES

1. <u>Introduction</u>

- 1.1 The INTERIM PUBLIC HOSPITAL (Medical Center of Louisiana), now comprises; the Hutchinson-Delgado Building at 1545 Tulane Avenue; the Butterworth Building, 1541 Tulane Avenue; the Beasley Building at 136 South Roman Street; the University Hospital (UH) campus, 2021 Perdido Street; the OB/GYN Clinic (Women's and Children's Clinic), 2100 Perdido Street; University Medical Office Building at 2025 Gravier Street and any auxiliary buildings in which medical care or support services may be delivered, including any mobile, satellite and school clinics at which MCLNO may provide services. MCLNO may open up additional sites for medical care and/or support services as the need arises and locations found or re-opened. It is the intent of this contract to be able to add these additional sites for service as they become operational or delete sites as they close during the term of this contract.
- 1.2 MCLNO is seeking a single contractor to provide pest control services, including termite inspection, at various locations at MCLNO all as more fully described in these specifications.
- 1.3 For the purposes of this document, the terms "vendor', "bidder", or "contractor" are interchangeable.

2. <u>Effective Date and Term:</u>

- 2.1 This contract will be effective from date of award through June 30, 2010. Prices quoted shall be complete so as to cover every cost, expense, fee or charge incurred by bidder in performance of the contract. No tax is applicable. This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party but in no case shall continue beyond the specified termination date.
- 2.2 The contractor further agrees and realizes that no liability or obligation for payment by MCLNO will accrue unless and until this contract has been approved and a valid purchase order has been issued by the Director of Administrative and Support Services of LSUHSC-HCSD or her designee.

3. Scope of Work and Vendor Requirements:

- 3.1 Vendor must be licensed with the Department of Agriculture and the Department of Entomology. A copy of the license may be submitted with the bid response and must be submitted within ten (10) days of request by MCLNO.
- 3.2 All services will be provided at times convenient to MCLNO. All hospital rules will be fully followed.

- 3.3 Service technicians will be neatly uniformed with visible vendor identification badges.
- 3.4 All pesticide materials applied will be environmentally safe and used in strict accordance with label directions. Regulations and guidelines of the United States Environmental Protection Agency (USEPA), the Food and Drug Administration (FDA), and the Louisiana Structural Pest Control Law-Rules and Regulations for Termite Control Work in Louisiana, as adopted by the Pest Control Commission, will be strictly followed. Contractor will be required to have on hand, or immediately available to him, an adequate supply of pest control materials to meet MCLNO's needs.
- 3.5 Frequency of services during the first month of service: a technician will be on site as necessary to test pest population levels and to acquaint himself with the premises. Potential problem areas will be identified and communicated to vendor by MCLNO and by vendor to MCLNO. Special attention will be given to those areas of known high infestations.
- 3.6 Service guarantee: vendor agrees to keep the facility substantially free of insect and/or rodent pests and/or flying insects listed below for the term of this agreement. **Note:** No charge will be made by vendor for re-servicing during the contract/guarantee period. Vendor will be advised of all insect and rodent activity sighted in order to effectively eliminate pest nesting areas and "hot spots". Vendor is required to schedule adequate on-premise time to provide acceptable service. MCLNO will be the sole determinate of what constitutes acceptable service. There will be a (2) hour response time on unscheduled days.
- 3.7 Pests to be included in this agreement: cockroaches, rats, mice, silverfish, ants, and flying insects.
 - 3.7.1 Cockroach and other insect injections:
 - 3.7.1.1 Crack and crevice injections:
- 3.7.1.1.1 Crack and crevice injection treatment will be applied in all possible nesting areas throughout MCLNO on a regular basis. Aerosol, dust type and liquid materials will be used as appropriate.

This type of treatment allows the technicians to pinpoint applications and thereby attack the problem areas.

- 3.7.2 Residual Treatments:
- 3.7.2.1 All Areas will be treated monthly with low odor residual sprays.
- 3.7.2.2 Kitchen, storage, office and employee areas will be treated with appropriate residual sprays and/or granular insecticides, depending on location and target pest.
 - 3.7.2.3 A variety of residual spray materials will be

applied and rotated as necessary.

- 3.7.3.1 Sealed baits will be utilized around telephone circuitry, computers, and other sensitive electrical equipment and/or as requested by MCLNO.
- 3.7.3.2 Granular insect baits are effective for use in other situations where spray applications must be limited.
- 3.7.4.1 New state-of-the-art equipment will be used to rifle fogging material in, around, and under bars, coolers, compressor motors, stoves and fixtures. This provides total control in areas where accessibility is limited.
- 3.7.5.1 An immediate program of inspection and test baitings will be implemented throughout MCLNO. Recommendations will be made for sealing rodent access. Rodent control will also be implemented around the perimeter of buildings and by dumpsters.
- 3.7.5.2 Tied bait stations will be used in food preparation and serving areas.
- 3.7.5.3 Baits will include a variety of anti-coagulant rodenticide materials. Stations will be monitored on each visit for bait acceptance and replacement. Baits will be applied in sufficient quantity to maintain a surplus of fresh materials at all times.
- 3.7.6 Sanitation: the level of sanitation at MCLNO is directly proportional to the effectiveness of the pest control program, which may involve inspections, reports, staff education, and communication with management.
- 3.7.7.1 The total monthly price includes acquisition, installation, and service of electronic grids for control of house flies inside MCLNO. Vendor will conduct a survey to determine placement, number, and type of units required to achieve the best results.
- 3.7.7.2 Phorid and/or fruitfly control will be limited to chemical treatment, as necessary, in areas of high infestation. These types of flying insects will be treated on an occurrence basis as needed or as requested by MCLNO.
- 3.8 From time to time during the term of this contract, various situations will arise that are not covered by the usual terms and conditions of the

contract, for example, incidence of specific diseases carried by specific insects such as West Nile Virus, that may require treatment over and above the treatment specified above.

LOCATIONS:

- 4.1 The following locations are the current areas to be serviced at MCLNO:
 - 4.1.1 GENERAL SERVICES BUILDING, 1508 GRAVIER STREET
 - 4.1.2. Charity Hospital WAREHOUSE, 1501 PERDIDO STREET
 - 4.1.3. BUTTERWORTH BUILDING, 1541 TULANE AVE
 - 4.1.4. HUTCHINSON/DELEGADO BUILDING, 1545 TULANE AVE
 - 4.1.5. LAUNDRY BUILDING, 315 LASALLE STREET
 - 4.1.6. MAINTENANCE SHOP, 339 LASALLE STREET
- 4.1.7. INTERIM PUBLIC HOSPITAL INCLUDING MHERE , 2021 PERDIDO STREET
 - 4.1.8 Women & Children's Clinic (OB/GYN Clinic), 2100 Perdido Street
 - 4.1.11 U H POWER PLANT, 2021 GRAVIER STREET
 - 4.1.12 HOP CLINIC/BEASLEY BUILDING, 136 SOUTH ROMAN STREET
- 4.1.13 UNIVERSITY MEDICAL OFFICE BUILDING, UMOB, 2025 Gravier Street
 - 4.1.14 MURRAY HENDERSON CLINIC, 1911 HENDEE STREET
 - 4.1.15 MARTIN BEHRMAN CLINIC, 725 VALLETTE STREET
 - 4.1.16 MEDICINE CLINIC, 1400 POYDRAS STREET
- 4.2 Areas will be serviced following a designated schedule as determined by MCLNO, as indicated on Attachment A to this document, or as mutually agreed upon by vendor and MCLNO. A written schedule should be documented when finally agreed upon.
- 5. INSURANCE REQUIREMENTS:

- 5.1 Compensation insurance, public liability and property damage insurance, as outlined below, are required in this bid. Proof of insurance should be supplied with the bid and will be required before work can commence.
- 5.2 Contractor's liability insurance: Insurance coverage specified below shall be furnished with the following minimum limits:
- 5.2.1 Compensation insurance: the contractor and subcontractors shall take and maintain during the life of the contract workman's compensation insurance for all of their employees employed at the site of the project. In case any class of employees are engaged in hazardous work under the workman's compensation statue, the contractor and subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected.
- 5.2.2 Public liability and property damage insurance: comprehensive public general liability insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.
- 5.2.3 Licensed and non-licensed motor vehicles: the contractor shall take out and maintain during the life of the contract, automobile public liability insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to be performed thereunder, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in the insurance specified.

6. CONTACT PERSON AND MAILING ADDRESS:

- 6.1 Contractor shall designate one or more persons responsible for contractor's work under this contract and shall provide to Theodore Harkness at 504-655-8963, or his designee, the names, addresses, telephone and beeper numbers of such person or persons. This information is to be kept current at all times.
- 6.2 All correspondence and notices to MCLNO are to reference the purchase order number and shall be deemed effectively given when personally delivered or sent by certified mail, return receipt requested, addressed as follows:

7. PAYMENT TERMS:

7.1 There will be no payment in advance. Vendor should submit invoice to MCLNO that conforms to the purchase order in terms of unit price and quantity or vendor may experience substantial delays in payment. Purchase order number should appear on invoice. Payment will be made in thirty (30) days of receipt of invoice and acceptance of services by MCLNO.

8. CONTRACTOR'S MANAGEMENT RESPONSE TIME:

8.1 Management personnel of the contractor must be available on site within a (2) hour response time as the need arises.

9. STATUS OF CONTRACTOR:

9.1 It is acknowledged by the contractor and MCLNO that contractor is an "independent contractor" and nothing in this invitation for bid and subsequent purchase order is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship, or to allow MCLNO to exercise control or direction over the manner or method by which contractor performs its responsibilities under this contract. Contractor understands and agrees that for its employees who perform services on the premises of MCLNO remain employees of and under the control of contractor.

10. SITE VISIT MANADATORY:

- 10.1 Vendor must inspect the job site to verify measurements and/or amount of supplies needed prior to bidding. If vendor finds conditions that disagree with the physical layout as described in this bid, or other features of the specifications that appear to be in error, same shall be noted in proposal. Failure to do so will be interpreted that bid is as specified.
- 10.2 Vendor may contact Theodore Harkness at 504-655-8962 to schedule inspection.